

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.



Dated: February 17, 2010

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SARAH S. CURLEY  
U.S. Bankruptcy Judge

Attorneys for Movant,  
Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan  
Asset-Backed Certificates, Series 2007-HE2, its assignees and/or successors

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA  
PHOENIX DIVISION

In re:	)	In Proceedings Under
	)	
Aaron Kerivan,	)	Chapter 7
	)	
Debtor.	)	Case No. 2:09-bk-32614-RTBP
	)	
Citibank, N.A., as trustee for the Merrill Lynch	)	<b>ORDER TERMINATING</b>
Mortgage Investors Trust, Mortgage Loan	)	<b>AUTOMATIC STAY</b>
Asset-Backed Certificates, Series 2007-HE2,	)	
its assignees and/or successors,	)	
	)	
Movant,	)	
	)	
v.	)	
	)	
Aaron Kerivan, Debtor; and William E. Pierce,	)	
Chapter 7 Trustee,	)	
	)	
Respondents.	)	

1 Citibank, N.A., as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage  
2 Loan Asset-Backed Certificates, Series 2007-HE2 its assignees and/or successors (“Movant”),  
3 having filed a Motion for Relief from the Automatic Stay with respect to the hereinafter-  
4 described property after appropriate notice and opportunity for a hearing, no party in interest  
5 having objected to such relief, the Respondents having failed to plead or otherwise defend, and  
6 good cause appearing,

7 **IT IS THEREFORE ORDERED** that:

8 Any and all stays against lien enforcement, including the automatic stay of 11 U.S.C. §  
9 362(a) and the automatic injunction of 11 U.S.C. § 524(a), are hereby vacated with respect to  
10 the property generally described as 6201 North Viewpoint Drive, Prescott Valley, AZ 86314,  
11 and Movant, its assignees and/or successors in interest, may proceed with a foreclosure of and  
12 hold a Trustee's sale of the subject property pursuant to the state law, and thereafter commence  
13 any action necessary to obtain complete possession of the subject property without further court  
14 order or proceeding being necessary.

15 **IT IS FURTHER ORDERED** that:

16 The Moving Party, at its option, may offer, provide and enter into any potential  
17 forbearance agreement, loan modification, refinance agreement or other loan workout/loss  
18 mitigation agreement as allowed by state law. The Movant may contact the Debtor via  
19 telephone or written correspondence to offer such an agreement. Any such agreement shall be  
20 non-recourse unless included in a reaffirmation agreement.

21 DATED:

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23 UNITED STATES BANKRUPTCY JUDGE  
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